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5 Attorneys for Defendant and Cross-Claimant,  
6 WOODWAY, USA, INC.

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

AIDA MANUKIAN, an Individual

12 Plaintiff,

13

BBC HOLDINGS, LLC dba BARRY'S  
BOOT CAMP; DOE GYM FACILITY 1-  
9 DOE GYM EMPLOYEES 10-19; DOE  
GYM MAINTENANCE 20-29; DOE  
TREADMILL REPAIR COMPANY 30-  
39; WOODWAY USA, INC.; DOE  
TREADMILL DESIGNERS/  
MANUFACTURERS/DISTRIBUTORS  
40-49; DOE TREADMILL RETAILERS  
50-59; DOES 60-100, INCLUSIVE,

Defendants.

Case No. 2-23-cv-09606-ODW-MAA  
District Judge: Otis D. Wright, II  
Magistrate Judge: Maria A. Audero

## **STIPULATED PROTECTIVE ORDER**

Complaint Served: 10/5/2023  
Notice of Removal Filed: 11/13/23  
Trial Date: 03/18/2025

**TO THE COURT, CLERK AND ALL COUNSEL OF RECORD:**

## **1. PURPOSES AND LIMITATIONS**

26 Discovery in this action is likely to involve production of confidential,  
27 proprietary, or private information for which special protection from public  
28 disclosure and from use for any purpose other than prosecuting this litigation may be

1 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter  
2 the following Stipulated Protective Order. The parties acknowledge that this Order  
3 does not confer blanket protections on all disclosures or responses to discovery and  
4 that the protection it affords from public disclosure and use extends only to the  
5 limited information or items that are entitled to confidential treatment under the  
6 applicable legal principles. The parties further acknowledge, as set forth in Section  
7 13.3 below, that this Stipulated Protective Order does not entitle them to file  
8 confidential information under seal; Local Rule 79-5 sets forth the procedures that  
9 must be followed and the standards that will be applied when a  
10 party seeks permission from the Court to file material under seal.

11

12 **2. GOOD CAUSE STATEMENT**

13 This action is likely to involve trade secrets, customer and pricing lists and  
14 other valuable research, design, development, commercial, financial, technical and/or  
15 proprietary information for which special protection from public disclosure and from  
16 use for any purpose other than prosecution of this action is warranted. Such  
17 confidential and proprietary materials and information consist of, among other things,  
18 confidential business or financial information, information regarding confidential  
19 business practices, or other confidential research, development, or commercial  
20 information (including information implicating privacy rights of third parties),  
21 information otherwise generally unavailable to the public, or which may be privileged  
22 or otherwise protected from disclosure under state or federal statutes, court rules, case  
23 decisions, or common law. Accordingly, to expedite the flow of information, to  
24 facilitate the prompt resolution of disputes over confidentiality of discovery  
25 materials, to adequately protect information the parties are entitled to keep  
26 confidential, to ensure that the parties are permitted reasonable necessary uses of such  
27 material in preparation for and in the conduct of trial, to address their handling at the  
28 end of the litigation, and serve the ends of justice, a protective order for such

1 information is justified in this matter. It is the intent of the parties that information  
2 will not be designated as confidential for tactical reasons and that nothing be so  
3 designated without a good faith belief that it has been maintained in a confidential,  
4 non-public manner, and there is good cause why it should not be part of the public  
5 record of this case.

6

7 **3. DEFINITIONS**

- 8       3.1   Action: This pending federal lawsuit.
- 9       3.2   Challenging Party: a Party or Non-party that challenges the  
10      designation of information or items under this Order.
- 11      3.3   “CONFIDENTIAL” Information or Items: information (regardless of  
12      how it is generated, stored or maintained) or tangible things that qualify  
13      for protection under Federal Rule of Civil Procedure 26(c), and as  
14      specified above in the Good Cause Statement.
- 15      3.4   Counsel: Outside Counsel of Record and House Counsel (as well as  
16      their support staff).
- 17      3.5   Designating Party: a Party or Non-party that designates information or  
18      items that it produces in disclosures or in responses to discovery as  
19      “CONFIDENTIAL.”
- 20      3.6   Disclosure or Discovery Material: all items or information, regardless  
21      of the medium or manner in which it is generated, stored, or maintained  
22      (including, among other things, testimony, transcripts, and tangible  
23      things), that are produced or generated in disclosures or responses to  
24      discovery in this matter.
- 25      3.7   Expert: a person with specialized knowledge or experience in matter  
26      pertinent to the litigation who has been retained by a Party or its counsel  
27      to serve as an expert witness or as a consultant in this Action.
- 28      3.8   House Counsel: attorneys who are employees of a party to this Action.

1                   House Counsel does not include Outside Counsel of Record or any other  
2                   outside counsel.

3         3.9    Non-party: any natural person, partnership, corporation, association, or  
4                   other legal entity not named as a Party to this action.

5         3.10   Outside Counsel of Record: attorneys who are not employees of a party  
6                   to this Action but are retained to represent or advise a party to this  
7                   Action and have appeared in this Action on behalf of that party or are  
8                   affiliated with a law firm which has appeared on behalf of that party, and  
9                   includes support staff.

10        3.11   Party: any party to this Action, including all of its officers, directors,  
11                   employees, consultants, retained experts, and Outside Counsel of Record  
12                   (and their support staffs).

13        3.12   Producing Party: a Party or Non-party that produces Disclosure or  
14                   Discovery Material in this Action.

15        3.13   Professional Vendors: persons or entities that provide litigation support  
16                   services (e.g., photocopying, videotaping, translating, preparing exhibits  
17                   or demonstrations, and organizing, storing, or retrieving data in any form  
18                   or medium) and their employees and subcontractors.

19        3.14   Protected Material: any Disclosure or Discovery Material that is  
20                   designated as “CONFIDENTIAL.”

21        3.15   Receiving Party: a Party that receives Disclosure or Discovery Material  
22                   from a Producing Party.

23  
24        4.    **SCOPE**

25                   The protections conferred by this Stipulation and Order cover not only  
26                   Protected Material (as defined above), but also (1) any information copied or  
27                   extracted from Protected Material; (2) all copies, excerpts, summaries, or  
28                   compilations of Protected Material; and (3) any testimony, conversations, or

1 presentations by Parties or their Counsel that might reveal Protected Material.

2 Any use of Protected Material at trial shall be governed by the orders of the  
3 trial judge. This Order does not govern the use of Protected Material at trial.

4

5 **5. DURATION**

6 Even after final disposition of this litigation, the confidentiality obligations  
7 imposed by this Order shall remain in effect until a Designating Party agrees  
8 otherwise in writing or a court order otherwise directs.

9 Final disposition shall be deemed to be the later of (1) dismissal of all claims and  
10 defenses in this Action, with or without prejudice; and (2) final judgment herein after  
11 the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews  
12 of this Action, including the time limits for filing any motions or applications for  
13 extension of time pursuant to applicable law.

14

15 **6. DESIGNATING PROTECTED MATERIAL**

16 **6.1. Exercise of Restraint and Care in Designating Material for Protection.**

17 Each Party or Non-party that designates information or items for  
18 protection under this Stipulated Protective Order must take care to limit  
19 any such designation to specific material that qualifies under the  
20 appropriate standards. The Designating Party must designate for  
21 protection only those parts of the material, documents, items, or  
22 communications that qualify so that other portions of the material,  
23 documents, items, or communications for which protection is not  
24 warranted are not swept unjustifiably within the ambit of this Order.

25 Mass, indiscriminate, or routinized designations are prohibited.  
26 Designations that are shown to be clearly unjustified or that have been  
27 made for an improper purpose (e.g., to unnecessarily encumber the case  
28 development process or to impose unnecessary expenses and burdens on

1 other parties) may expose the Designating Party to sanctions.

2 If it comes to a Designating Party's attention that information or  
3 items that it designated for protection do not qualify for protection, that  
4 Designating Party must promptly notify all other Parties that it is  
5 withdrawing the inapplicable designation.

6 6.2. Manner and Timing of Designations.

7 Except as otherwise provided in this Order (see, e.g., Section  
8 6.2(a)), or as otherwise stipulated or ordered, Disclosure or Discovery  
9 Material that qualifies for protection under this Order must be clearly so  
10 designated before the material is disclosed or produced.

11 Designation in conformity with this Order requires:

- 12 (a) For information in documentary form (e.g., paper or electronic  
13 documents, but excluding transcripts of depositions or other  
14 pretrial or trial proceedings), that the Producing Party affix at a  
15 minimum, the legend "CONFIDENTIAL" (hereinafter  
16 "CONFIDENTIAL legend") to each page that contains protected  
17 material. If only a portion or portions of the material on a page  
18 qualifies for protection, the Producing Party also must clearly  
19 identify the protected portion(s) (e.g., by making appropriate  
20 markings in the margins).

21 A Party or Non-party that makes original documents  
22 available for inspection need not designate them for protection  
23 until after the inspecting Party has indicated which documents it  
24 would like copied and produced. During the inspection and before  
25 the designation, all of the material made available for inspection  
26 shall be deemed "CONFIDENTIAL." After the inspecting Party  
27 has identified the documents it wants copied and produced, the  
28 Producing Party must determine which documents, or portions

1 thereof, qualify for protection under this Order. Then, before  
2 producing the specified documents, the Producing Party must  
3 affix the “CONFIDENTIAL legend” to each page that contains  
4 Protected Material. If only a portion or portions of the material on  
5 a page qualifies for protection, the Producing Party also must  
6 clearly identify the protected portion(s) (e.g., by making  
7 appropriate markings in the margins).

- 8 (b) For testimony given in depositions, that the Designating Party  
9 identify the Disclosure or Discovery Material on the record,  
10 before the close of the deposition, all protected testimony.  
11 (c) For information produced in some form other than documentary  
12 and for any other tangible items, that the Producing Party affix in  
13 a prominent place on the exterior of the container or containers in  
14 which the information is stored the legend “CONFIDENTIAL.” If  
15 only a portion or portions of the information warrants protection,  
16 the Producing Party, to the extent practicable, shall identify the  
17 protected portion(s).

18 6.3. Inadvertent Failure to Designate.

19 If timely corrected, an inadvertent failure to designate qualified  
20 information or items does not, standing alone, waive the Designating  
21 Party’s right to secure protection under this Order for such material.  
22 Upon timely correction of a designation, the Receiving Party must make  
23 reasonable efforts to assure that the material is treated in accordance  
24 with the provisions of this Order.

25  
26 7. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

27 7.1. Timing of Challenges.

28 Any Party or Non-party may challenge a designation of

1           confidentiality at any time that is consistent with the Court's Scheduling  
2           Order.

3           7.2. Meet and Confer.

4           The Challenging Party shall initiate the dispute resolution process,  
5           which shall comply with Local Rule 37.1 et seq., and with Section 4 of  
6           Judge Audero's Procedures ("Mandatory Telephonic Conference for  
7           Discovery Disputes").<sup>1</sup>

8           7.3. Burden of Persuasion.

9           The burden of persuasion in any such challenge proceeding shall  
10          be on the Designating Party. Frivolous challenges, and those made for  
11          an improper purpose (e.g., to harass or impose unnecessary expenses and  
12          burdens on other parties) may expose the Challenging Party to sanctions.  
13          Unless the Designating Party has waived or withdrawn the  
14          confidentiality designation, all parties shall continue to afford the  
15          material in question the level of protection to which it is entitled under  
16          the Producing Party's designation until the Court rules on the challenge.

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18           8. ACCESS TO AND USE OF PROTECTED MATERIALS

19           8.1. Basic Principles.

20          A Receiving Party may use Protected Material that is disclosed or  
21          produced by another Party or by a Non-party in connection with this  
22          Action only for prosecuting, defending, or attempting to settle this  
23          Action. Such Protected Material may be disclosed only to the categories  
24          of persons and under the conditions described in this Order. When the  
25          Action has been terminated, a Receiving Party must comply with the  
26          provisions of Section 14 below (FINAL DISPOSITION).

27          Protected Material must be stored and maintained by a Receiving

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<sup>1</sup> Judge Audero's Procedures are available at <https://www.cacd.uscourts.gov/honorable-maria-audero>.

1 Party at a location and in a secure manner that ensures that access is  
2 limited to the persons authorized under this Order.

3 8.2. Disclosure of “CONFIDENTIAL” Information or Items.

4 Unless otherwise ordered by the Court or permitted in writing by  
5 the Designating Party, a Receiving Party may disclose any information  
6 or item designated “CONFIDENTIAL” only to:

- 7 (a) The Receiving Party’s Outside Counsel of Record in this Action,  
8 as well as employees of said Outside Counsel of Record to whom  
9 it is reasonably necessary to disclose the information for this  
10 Action;
- 11 (b) The officers, directors, and employees (including House Counsel)  
12 of the Receiving Party to whom disclosure is reasonably necessary  
13 for this Action;
- 14 (c) Experts (as defined in this Order) of the Receiving Party to whom  
15 disclosure is reasonably necessary for this Action and who have  
16 signed the “Acknowledgment and Agreement to Be Bound”  
17 (Exhibit A);
- 18 (d) The Court and its personnel;
- 19 (e) Court reporters and their staff;
- 20 (f) Professional jury of trial consultants, mock jurors, and  
21 Professional Vendors to whom disclosure is reasonably necessary  
22 for this Action and who have signed the “Acknowledgment and  
23 Agreement to be Bound” (Exhibit A);
- 24 (g) The author or recipient of a document containing the information  
25 or a custodian or other person who otherwise possessed or knew  
26 the information;
- 27 (h) During their depositions, witnesses, and attorneys for witnesses, in  
28 the Action to whom disclosure is reasonably necessary provided:

(i) the deposing party requests that the witness sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and  
(ii) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound,” unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

- (i) Any mediator or settlement officer, and their supporting personnel, agreed upon by any of the parties engaged in settlement discussions.

**9. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

- (a) Promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;
- (b) Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and
- (c) Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may

1                   be affected.

2                 If the Designating Party timely seeks a protective order, the Party served with  
3 the subpoena or court order shall not produce any information designated in this  
4 action as “CONFIDENTIAL” before a determination by the Court from which the  
5 subpoena or order issued, unless the Party has obtained the Designating Party’s  
6 permission. The Designating Party shall bear the burden and expense of seeking  
7 protection in that court of its confidential material and nothing in these provisions  
8 should be construed as authorizing or encouraging a Receiving Party in this Action to  
9 disobey a lawful directive from another court.

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11                 **10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
**PRODUCED IN THIS LITIGATION**

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13                 **10.1. Application.**

14                 The terms of this Order are applicable to information produced by  
15 a Non-party in this Action and designated as “CONFIDENTIAL.” Such  
16 information produced by Non-parties in connection with this litigation is  
17 protected by the remedies and relief provided by this Stipulated  
18 Protective Order. Nothing in these provisions should be construed as  
19 prohibiting a Non-party from seeking additional protections.

20                 **10.2. Notification.**

21                 In the event that a Party is required, by a valid discovery request,  
22 to produce a Non-party’s confidential information in its possession, and  
23 the Party is subject to an agreement with the Non-party not to produce  
24 the Non-party’s confidential information, then the Party shall:

- 25                 (a) Promptly notify in writing the Requesting Party and the Non-party  
26                   that some or all of the information requested is subject to a  
27                   confidentiality agreement with a Non-party;  
28                 (b) Promptly provide the Non-party with a copy of the Stipulated

Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

- (c) Make the information requested available for inspection by the Non-party, if requested.

### **10.3. Conditions of Production.**

If the Non-party fails to seek a protective order from this Court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-party's confidential information responsive to the discovery request. If the Non-party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-party before a determination by the Court. Absent a court order to the contrary, the Non-party shall bear the burden and expense of seeking protection in this Court of its Protected Material.

## **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to be Bound” that is attached hereto as Exhibit A.

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1      **12. INADVERTANT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
2      **PROTECTED MATERIAL**

3      When a Producing Party gives notice to Receiving Parties that certain  
4      inadvertently produced material is subject to a claim of privilege or other protection,  
5      the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
6      Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
7      may be established in an e-discovery order that provides for production without prior  
8      privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
9      parties reach an agreement on the effect of disclosure of a communication or  
10     information covered by the attorney-client privilege or work product protection, the  
11     parties may incorporate their agreement in the Stipulated Protective Order submitted  
12     to the Court.

13     **13. MISCELLANEOUS**

14     **13.1. Right to Further Relief.**

15     Nothing in this Order abridges the right of any person to seek its  
16     modification by the Court in the future.

17     **13.2. Right to Assert Other Objections.**

18     By stipulating to the entry of this Protective Order, no Party waives any  
19     right it otherwise would have to object to disclosing or producing any  
20     information or item on any ground not addressed in this Stipulated Protective  
21     Order. Similarly, no Party waives any right to object on any ground to use in  
22     evidence of any of the material covered by this Protective Order.

23     **13.3. Filing Protected Material.**

24     A Party that seeks to file under seal any Protected Material must comply  
25     with Local Rule 79-5. Protected Material may only be filed under seal  
26     pursuant to a court order authorizing the sealing of the specific Protected  
27     Material at issue. If a Party's request to file Protected Material under seal is

1                   denied by the Court, then the Receiving Party may file the information in the  
2                   public record unless otherwise instructed by the Court.

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4                  **14. FINAL DISPOSITION**

5                   After the final disposition of this Action, as defined in paragraph 4, within 60  
6                   days of a written request by the Designating Party, each Receiving Party must return  
7                   all Protected Material to the Producing Party or destroy such material. As used in this  
8                   subdivision, “all Protected Material” includes all copies, abstracts, compilations,  
9                   summaries, and any other format reproducing or capturing any of the Protected  
10                  Material. Whether the Protected Material is returned or destroyed, the Receiving  
11                  Party must submit a written certification to the Producing Party (and, if not the same  
12                  person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
13                  (by category, where appropriate) all the Protected Material that was returned or  
14                  destroyed and (2) affirms that the Receiving Party has not retained any copies,  
15                  abstracts, compilations, summaries or any other format reproducing or capturing any  
16                  of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
17                  retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
18                  transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
19                  reports, attorney work product, and consultant and expert work product, even if such  
20                  materials contain Protected Material. Any such archival copies that contain or  
21                  constitute Protected Material remain subject to this Protective Order as set forth in  
22                  Section 5 (DURATION).

23

24                  **15. VIOLATION**

25                  Any violation of this Order may be punished by any and all appropriate  
26                  measures including, without limitation, contempt proceedings and/or monetary  
27                  sanctions.

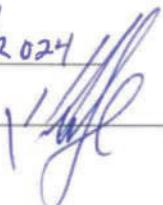
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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2

3 DATED

7/25/2024



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5 Karen R. Dodge, Esq.

6

Karla M. Castro, Esq.

7

Attorneys for Plaintiff, AIDA MANUKIAN

8

9

DATED

July 24, 2024



10

11 Eric Arevalo, Esq.

12

Marion Cruz, Esq.

13

Attorneys for Defendant, WOODWAY, USA, INC

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DATED

September 3, 2024

16

/s/ Jason Kirkpatrick

17

Jason Kirkpatrick, Esq.

18

Amanda A. Gharzeddine, Esq.

19

Attorneys for Defendant, BBC HOLDNGS/ BARRY'S BOOT CAMP

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FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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DATED

12/03/2024



23

Hon. Maria A. Audero

Hon. Otis D. Wright, II

Magistrate

United States District Judge

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for the Central District of California

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1 EXHIBIT A

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, \_\_\_\_\_ [name], of \_\_\_\_\_  
4 \_\_\_\_\_ [address], declare under penalty of perjury that I have read in its  
5 entirety and understand the Stipulated Protective Order that was issued by the United  
6 States District Court for the Central District of California on \_\_\_\_\_  
7 [date] in the case of Aida Manukian v. BBC Holdings dba Barry's Boot Camp, et al.,  
8 Case No. 2-23-CV-09606-ODW-MAA. I agree to comply with and to be bound by all  
9 the terms of this Stipulated Protective Order, and I understand and acknowledge that  
10 failure to so comply could expose me to sanctions and punishment in the nature of  
11 contempt. I solemnly promise that I will not disclose in any manner any information  
12 or item that is subject to this Stipulated Protective Order to any person or entity except  
13 in strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court  
15 for the Central District of California for the purpose of enforcing the terms of this  
16 Stipulated Protective Order, even if such enforcement proceedings occur after  
17 termination of this action. I hereby appoint \_\_\_\_\_ [full name]  
18 of \_\_\_\_\_ [address and telephone number]  
19 as my California agent for service of process in connection with this action or any  
20 proceedings related to enforcement of this Stipulated Protective Order.

21  
22 DATED: \_\_\_\_\_  
23 City and State Where Sworn and Signed: \_\_\_\_\_  
24 Printed Name: \_\_\_\_\_  
25 Signature: \_\_\_\_\_

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27  
28